

Extended Links for all types of loops, all types of transport, and all types of switching (circuit, packet, cell, etc.). Any limitation on the types of loops, transport, and switching that comprise the Extended Link effectively would foreclose CLECs from using Extended Links to provide consumers with advanced services, including xDSL and other broadband services that are being introduced now, and that will become increasingly available in the future. This is consistent with this Commission's policy, articulated in *the Local Competition Order*, which recognizes the ever-changing telecommunications technology and the ability to adopt to technological changes to bring the benefits of competition to telephone consumers.⁴⁰

The Extended Link alternative described above has been proposed to the New York Public Service Commission by Bell Atlantic-New York ("BANY") as part of its bid to obtain a recommendation in favor of interLATA relief in its pending Section 271 proceeding. A copy of BANY's New York Prefiling Statement, as well as recent amendments thereto, are attached to these comments as Exhibit C. BANY's proposed collocation alternative, which it calls "Enhanced Extended Loop Service," allows BANY to combine the unbundled loop with multiplexing (where requested) and appropriate transport either to a single collocation node in a Local Access Transport Area or to the CLEC's premises.

3. BellSouth Must Provide Access to Broadband Services and Facilities.

The evidence presented by BellSouth in this proceeding demonstrates that CLECs do not have unbundled access to BellSouth's broadband services and facilities in Louisiana and elsewhere in its service territory. BellSouth has recently announced plans to roll out Asymmetrical Digital Subscriber Line ("ADSL") high-speed Internet access services to

⁴⁰ *Local Competition Order*, 11 FCC Rcd. at 15626.

consumers and small businesses in 30 markets across its operating region by the end of 1999.⁴¹

At the same time BellSouth is gearing up to offer advanced high-capacity services, such as ADSL, BellSouth ostensibly is creating major impediments to unbundled access to its broadband services and facilities.

Specifically, BellSouth appears to be backing away from its commitment and obligation to provide ADSL/xDSL functionalities to CLECs. In the recently concluded Section 271 proceeding in Tennessee, for example, a BellSouth witness unequivocally stated that BellSouth will not provided any ADSL/xDSL electronics with its ADSL/ xDSL unbundled loops, but rather will provide conditioned copper wire stripped of such electronics.⁴²

By denying access to xDSL electronics in all cases, BellSouth effectively prevents CLECs from providing xDSL service over many unbundled loops even if the CLEC has its own electronics. Intermedia, for example, will not need electronics in many applications; however, in order for Intermedia to provide high-capacity services over existing copper loops of more than 12,000 to 18,000 feet long, xDSL equipment (such as Digital Subscriber Line Multiplexer or DSLAM or similar equipment) must be placed in the loop. Absent this ability, it will be technically impossible for Intermedia and other CLECs to use a whole class of unbundled loops to provide competitive xDSL-based services. Accordingly, it is critical that Intermedia have access to the electronics as part of the loop.

BellSouth's policy described above is transparently anticompetitive. It is obvious that BellSouth is attempting to break integrated network equipment into nonsensical subcomponents

⁴¹ See *BellSouth to Offer ADSL Services in 30 Markets*, TR Daily, May 20, 1998. See also <<http://bellsouth.com/adsltrial/html/trials.html>>.

⁴² Tennessee Transcript, v. II-E, p. 272.

in order to prevent competing carriers from providing advanced telecommunications services over BellSouth's network facilities. Accordingly, the Commission should expressly reject any effort by BellSouth to separate the copper cable used in the loop from the attached electronics, which allow the cable to transmit telecommunications service. A finding by this Commission that BellSouth is obligated to provide the loops and associated functionalities (including electronics) will create certainty, foster the development of competition in advanced telecommunications services, and enable the benefits of local competition to inure to the citizens of Louisiana without delay. Until BellSouth has made advanced digital loops (including associated electronics), such as xDSL, ADSL, ISDN, etc., available to competing carriers, BellSouth has not met the unbundled access requirements of Sections 251, 252, and 271 and, therefore, cannot be allowed entry into the in-region, interLATA market in Louisiana.

D. BELL SOUTH FAILS TO SATISFY ITS RECIPROCAL COMPENSATION OBLIGATIONS.

BellSouth refuses to compensate the CLECs for the transport and termination of BellSouth-originated local calls to Internet Service Provider ("ISP") customers of the CLECs. BellSouth's failure to provide reciprocal compensation for ISP puts it in direct violation of its reciprocal compensation obligations under its interconnection agreements and the provisions of the 1996 Act.

Intermedia's interconnection agreement with BellSouth provides for reciprocal compensation for the transport and termination of local traffic. The BellSouth-Intermedia interconnection agreement does not exclude local calls to ISPs, nor does it limit or restrict the definition of local calls to ISPs. BellSouth has, however, refused to pay Intermedia reciprocal

compensation for ISP traffic. This refusal violates the terms and conditions of the BellSouth-Intermedia interconnection agreement.

In addition to breaching its interconnection agreements, BellSouth also violates specific provisions of the 1996 Act. Section 271 of the 1996 Act preconditions a grant of in-region, interLATA authority on the petitioning BOC's provision of reciprocal compensation pursuant to Section 252(d)(2) of the 1996 Act. Section 252(d)(2) of the 1996 Act, in turn, clearly provides that for purposes of the ILEC's compliance with its reciprocal compensation obligations under Section 251(b)(5), there must be "mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier"⁴³ Intermedia and other CLECs incur costs in transporting and terminating local ISP traffic, and BellSouth's failure to compensate the CLECs for such traffic puts BellSouth in direct violation of Sections 251, 252, and 271 of the 1996 Act.

BellSouth's refusal to pay reciprocal compensation for the transport and termination of ISP-bound local traffic flies in the face of the decisions from several State regulatory commissions which have found that ISP traffic is local traffic subject to reciprocal compensation. For example, the Tennessee Regulatory Authority has found that ISP traffic is "local traffic."⁴⁴ Similarly, a hearing officer with the Georgia Public Service Commission has determined that calls placed by end users of BellSouth to ISPs who are customers of MFS, a CLEC, are local

⁴³ 47 U.S.C. § 252(d)(2).

⁴⁴ See *Petition of Brooks Fiber to Enforce Interconnection Agreement and for Emergency Relief*, Docket No. 98-001118, Initial Order of Hearing Officer (Apr. 21, 1998). Although the full Authority has affirmed the hearing officer's initial order, the Authority has yet to issue a written order.

calls and therefore subject to the reciprocal compensation provisions of the interconnection agreement between MFS and BellSouth.⁴⁵ The Staff of the Florida Public Service Commission also recently released a recommendation requiring BellSouth to compensate several CLECs, including Intermedia, for the transport and termination of ISP traffic.⁴⁶ Notwithstanding these and other decisions, BellSouth steadfastly refuses to compensate the CLECs for the transport and termination of ISP-bound local traffic. Indeed, in Tennessee, a BellSouth witness testified that, in contravention of the Tennessee Regulatory Authority's definitive pronouncement, the intent of its SGAT language is to exclude ISP traffic from reciprocal compensation.⁴⁷

It is clear that BellSouth is not inclined to abide by its contractual and statutorily mandated obligation to compensate the CLECs for the transport and termination of local ISP traffic now or in the future. Because BellSouth's policy with respect to reciprocal compensation for ISP traffic does not comport with the requirements of Section 251, 252, and 271, the Commission must find that BellSouth cannot obtain in-region, interLATA authority in Louisiana at this time.

IV. BELLSOUTH FAILS TO DEMONSTRATE THAT ITS ENTRY INTO THE IN-REGION, INTERLATA MARKET IN LOUISIANA IS IN THE PUBLIC INTEREST.

Section 271(d)(3) of the 1996 Act provides that the Commission may not approve a Section 271 application unless, among other things, the requested authorization is consistent with

⁴⁵ See *MFS*, Docket No. 8106-U, Initial Decision of the Hearing Officer Regarding Reciprocal Compensation (May 29, 1998).

⁴⁶ See *Complaint of World Technologies, Inc., et al.*, Consolidated Docket Nos. 971478-TP, 980184-TP, 980495-TP, 980499-TP, Staff Recommendation (July 23, 1998).

⁴⁷ Tennessee Transcript, v. III-B, p. 79.

the public interest, convenience, and necessity. In the *Ameritech-Michigan Order*, the Commission explicitly rejected the view that its responsibility to evaluate public interest concerns is limited narrowly to assessing whether a BOC entry would enhance competition in the long distance market. Rather, the Commission stated that its public interest inquiry must be a broader one. Consequently, the Commission concluded that its public interest analysis must include an assessment of whether all “procompetitive entry strategies are available to new [local exchange] entrants.”⁴⁸ The Commission emphasized that it must consider whether conditions are such that the local market will remain open as part of the public interest analysis. In making its public interest assessment, the Commission concluded that, while compliance with the Competitive Checklist is necessary to provide certain minimum requirements necessary for competition, such compliance alone is insufficient to open a BOC’s local telecommunications markets to competition.

BellSouth’s entry into the in-region, interLATA market in Louisiana at this time is not in the public interest for several reasons. First, as discussed at length above, BellSouth has not met—and cannot meet at this time—its burden of proving that it is providing interconnection, unbundled network elements, and resale in a way that meets all of the Competitive Checklist items, as required by Section 271(c)(2)(B) of the 1996 Act. Indeed, the demonstrated failure of BellSouth to provide efficient and nondiscriminatory access to its operations support systems alone compels a finding that BellSouth fails to meet the public interest standards of Section 271.

Similarly, BellSouth’s performance measures leave much to be desired. The Commission has concluded that evidence that a BOC has agreed to performance monitoring

⁴⁸ *Ameritech-Michigan Order*, at ¶ 387.

would be probative evidence that a BOC will continue to cooperate with new entrants, even after it is authorized to provide in-region, interLATA services. Without adequate performance standards, there is no reliable mechanism by which to gauge BellSouth's compliance with its obligation to provide access and interconnection to CLECs in a nondiscriminatory manner. Similarly, as the Commission has found, performance monitoring establishes a benchmark against which new entrants and regulators can measure the BOC's performance over time to detect and correct any degradation of service once it is authorized to enter the in-region, interLATA market. Because BellSouth's performance measures do not permit a reasonable assessment of nondiscrimination, BellSouth's entry into the in-region, interLATA market in Louisiana is not in the public interest at this time.

Finally, the local exchange market in Louisiana is not yet competitive. As the Commission previously has found, "the more vigorous the competition is in the BOC's local market, the greater is the assurance that the BOC is cooperating in opening its market to competition and that entry through the various methods set forth in section 251(c) of the 1996 Act is possible."⁴⁹ While there are CLECs who are attempting to break into BellSouth's local monopoly in Louisiana, local competition in Louisiana is, by and large, very nascent. Allowing BellSouth to provide in-region, interLATA services in Louisiana at this time will completely abolish any remaining incentives to open the local exchange market and will give BellSouth *carte blanche* to decimate its competitors.

⁴⁹ *Ameritech-Michigan Order*, at ¶ 402.

V. IN ANY EVENT, THE COMMISSION SHOULD REQUIRE BELL SOUTH TO OPEN ITS BROADBAND NETWORKS TO COMPETITORS AS A PRECONDITION TO A GRANT OF IN-REGION, INTERLATA AUTHORITY.

The CLECs, and in particular Intermedia, have led the way in bringing advanced telecommunications services to the public. The competitive pressure exerted by CLECs has prompted the ILECs, including BellSouth, to begin embracing new technologies and upgrading their networks. To enable the CLECs to realize their full potential in deploying technology for advanced services, and in stimulating BellSouth to do the same, this Authority must ensure that the procompetitive provisions of Sections 251, 252, and 271 are fully and irrevocably implemented.

As the record in this proceeding shows, BellSouth's failure to implement the market-opening provisions of the 1996 Act have prevented CLECs from expanding the reach of their digital networks, and have impeded the deployment of advanced telecommunications capabilities. BellSouth has denied CLECs reasonable access to critical broadband facilities and UNEs, and has refused to combine data-related UNEs to enable the CLECs to deliver advanced services provided over packet- and cell-switched networks.

Accordingly, this Commission should clarify that the interconnection, collocation, unbundling, and resale requirements of Sections 251, 252, and 271 of the 1996 Act apply with equal force to digital and broadband services and facilities provided over packet- and cell-switched networks. Additionally, the Commission should insist that BellSouth's OSS should be capable of handling the preordering, ordering, provisioning, billing, and repair and maintenance of digital and broadband services and facilities. Similarly, all applicable performance measures and standards must take into consideration the provision of these facilities and services.

VI. CONCLUSION

The evidence presented by BellSouth demonstrates that BellSouth does not satisfy the requirements of Section 271(c)(2)(B). Importantly, as a threshold matter, BellSouth cannot satisfy the requirements of Section 271(c)(1)(A). Even if this Commission were to find that BellSouth has satisfied the requirements of Sections 271(c)(1)(A) and 271(c)(2)(B), a grant of in-region, interLATA authority to BellSouth at this time is not in the public interest because, among other things, the local exchange market in Louisiana is not yet fully and irreversibly open to competition. In any event, the Commission should clarify that the requirements of Sections 251, 252, and 271 apply with equal force to advanced digital and broadband services provided over packet- and cell-switched networks. In light of the above, Intermedia submits that the Commission must once again reject BellSouth's application.

Respectfully submitted,

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Dated: August 4, 1998



1 Authority to do with respect to the SGAT is to approve
2 language that makes it clear that reciprocal
3 compensation does not apply to that type of traffic.
4 My understanding of this particular issue is that it
5 is an issue of contract interpretation. And we're
6 asking to have a contract put in place that doesn't
7 have the ambiguity with respect to interpretation that
8 the Authority is trying to deal with with the cases
9 that's before it.

10 Q. So your SGAT that you want this Agency to
11 approve says specifically that reciprocal compensation
12 does not apply to those types of calls?

13 A. I don't think it has those specific words
14 in it. The operative language is that no one can
15 represent exchange access traffic as local traffic.

16 Q. But am I correctly characterizing the
17 intent of the language?

18 A. Yes. The intent of the language is that
19 reciprocal compensation would not apply on traffic to
20 enhance service providers.

21 Q. And if this Agency were to hold that
22 Item 13 of the checklist requires that reciprocal
23 compensation be paid to enhance service providers, I
24 assume you would then amend your SGAT accordingly?

25 A. I don't know. That, to me -- it does --

15 Q. Okay. If I purchase an unenclosed
16 arrangement, do the space construction charges that are
17 listed in the SGAT go away? Do I not have to pay
18 those?

19 A. That's correct. The space construction
20 charges are for the construction of the enclosure.

21 Q. Concerning space preparation charges, you
22 have those listed in your SGAT as established on an ICB
23 basis. Does that mean they're individually negotiated?

24 A. Yes. I mean, these are the same questions
25 that I had yesterday. It hasn't changed.

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1 Q. Okay. I'm sorry. My question is this:

2 Let's say I get a minimum seven and a half square foot
3 collocation arrangement. Do I pay the same amount of
4 space preparation charge that someone would pay if they
5 had, say, a 200 square foot collocation arrangement?

6 A. No.

7 Q. Are the space preparation charges then
8 prorated on a per square foot of office space basis?

9 A. No, they're not.

10 Q. How would the difference between what I
11 would pay and someone with 200 square feet would pay --
12 how would that be determined?

13 A. Well, the difference -- you wouldn't
14 necessarily determine the difference. The difference
15 would be a result of the determination of what it took
16 to make this space that you requested available versus
17 making the space -- preparing the space for someone

18 with a 200 square foot arrangement.

19 What it would take to make that space
20 available of the 200 square foot arrangement is most
21 likely going to be more than if you add a seven and a
22 half square foot arrangement. So we would determine
23 what it takes to make the space available, what
24 preparation, you know, in terms of heating,
25 ventilating, air conditioning, ADA compliance, and all
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1 of those kinds of things that needed to be done for the
2 two arrangements. Whatever the difference was would be
3 the difference.

4 Q. I believe you told me that the way you
5 would calculate that, you wouldn't count the whole
6 amount of costs involved to prepare the entire
7 collocation space divided by the total number of square
8 feet available to collocators and then apply it on a
9 per square foot basis depending on how many feet I
10 ordered.

11 A. Yes, that's correct. We would be
12 determining the space preparation for your order, for
13 the amount that you've ordered.

14 Q. Okay.

15 A. And what it takes for us to make your space
16 available.

17 Q. Okay. And I'm sorry if I'm missing your
18 answer. I just want to be clear on this. Let's say
19 there is a central office that has \$100,000 space
20 preparation charge. You have 100 -- let's say 1,000
21 square feet of central office space available. I order

22 seven and a half feet. Would I pay \$750?

23 A. No. You're sort of -- your construction of
24 that sort of misstates the process. What would happen
25 is -- I can't remember how many -- how many square
0251

1 feet? Seven and a half?

2 Q. Let's say seven and a half for my
3 arrangement, yeah.

4 A. If you were ordering seven and a half
5 square feet, what you would do is submit an order for
6 seven and a half square feet of collocation space. We
7 would go to the office and determine what it costs in
8 terms of space preparation activities to make that
9 seven and a half square feet available to you. That
10 would be your space preparation charge.

11 We wouldn't have gone out and said, okay,
12 we're going to prepare 1,000 square feet even though
13 you only asked for seven and a half. We would go in
14 and we would determine what it would take to prepare
15 seven and a half square feet for you.

16 Q. So does that mean -- let's say you've got a
17 central office and you've got a whole floor that's
18 available for collocation. I ask for seven and a half
19 square feet. Does that mean you would go in and build
20 a heating and air conditioning system, build a power
21 system, lighting fixtures, architectural plans for my
22 seven and a half square feet?

23 A. That's what we would charge you for, is
24 whatever it would cost us to make your seven and a half

25 square feet available to you.

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1 Q. I guess what I'm trying to get to is how do
2 you make -- how do you define what the total amount of
3 costs are and then how do you define that portion of
4 the total amount of costs that I will pay?

5 A. We define what is the amount of cost that
6 it takes to make your space available. You're assuming
7 that we have to go in and develop a whole bunch of
8 space and somehow prorate it. That's not what we do.
9 We go and we determine how much -- what does it take to
10 make your space available.

11 Now, if in the process of doing that --
12 let's say the most economical way to do it is to make a
13 larger area available and then prorate it down to you.
14 That may be the way the cost is calculated. Let's say
15 there is a whole floor and you want seven and a half
16 feet. We go in and figure out what it takes to make
17 the whole floor available. We couldn't do that anyway
18 because it varies depending on what other collocators
19 might want. That's just not the way it's done.

20 Q. So you're saying -- is there not a formula?
21 Is this a purely case by case arrangement? You give it
22 an eyeball and then figure out how to do it?

23 MR. HICKS: Objection. I think this
24 has been asked and answered in earlier questioning.

25 CHAIRMAN GREER: Yesterday afternoon
0253

1 we spent a good deal of time on this issue. I
2 certainly have no intention to take the position you
3 can't ask him questions that have already been asked.

4 But to the extent some of these have been answered, I
5 would like to not spend a lot of time. He must have
6 spent 30 minutes yesterday afternoon answering
7 Mr. Campen's questions or Mr. Lamoureux's questions on
8 collocation.

9 I just want to make sure you're not
10 asking the same thing. Were you hear yesterday
11 afternoon?

12 MR. CANIS: No, I'm sorry, Your Honor.
13 I was not. I'd be happy to make that my last question.
14 It just goes to the issue of: Is there a formula that
15 is used that can be determined -- that I could use to
16 give me an idea of what I would pay or is the
17 determination purely a case by case basis? So I don't
18 know what to expect when I'm going into a central
19 office.

20 CHAIRMAN GREER: Leaving out his last
21 editorial comment, answer his question.

22 THE WITNESS: Given that, then the
23 answer is that it's an individual case basis. If there
24 was a formula, then there wouldn't need to be an
25 individual case basis. The fact that it's an

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1 individual case basis is -- the reason that it's that
2 way is because there is not a formula that you can put
3 in to make that determination.

4 BY MR. CANIS:

5 Q. Thank you. One question to follow up on
6 Mr. Lamoureux's question earlier about the use of a

3 review by this Authority?

4 A. It's been submitted in the record in this
5 proceeding. So I don't know whether that means it's
6 been submitted for review by the Authority. I assume
7 it has.

8 Q. Is collocation the only method BellSouth
9 has made available for CLECs to access unbundled
10 network elements?

11 A. For those that have to be delivered to a
12 specific place, yes, that's the only method that's
13 available.

14 Q. Are there other technically feasible
15 methods of making unbundled network elements available
16 to CLECs?

17 A. No, not that we've identified or that
18 anyone else has identified.

19 Q. Does the SGAT contain an installation
20 interval for collocation?

21 A. No, not in the SGAT itself. There are
22 various intervals in the collocation process that are
23 described in the handbook, such as the time between a
24 request and receipt of a firm order. And then there
25 are example intervals for the completion of the

1 construction and so forth included in the handbook.

2 It's not in the body of the SGAT itself.

3 fulfill it.

4 Q. Right. But are there any instances in
5 which I could use an existing, plain old telephone wire
6 that's already gone to my house or to my office and use
7 that for DSL service?

8 A. It's possible if in fact the wire has the
9 characteristics that would allow it to carry traffic at
10 that speed. I think it would be pretty unlikely that
11 that would be the case.

12 Q. The rate sheet on page 1 identifies ADSL.
13 When it defines the loop, it talks about an ADSL
14 compatible loop.

15 A. Yes.

16 Q. Do you know what that means?

17 A. Yes.

18 Q. Can you explain it?

19 A. ADSL, as you alluded to earlier, is really
20 a service. What you do is you have equipment that goes
21 on the loop, is what actually provides the ADSL
22 service. What we're offering here is just the loop.

23 We're offering a loop that can be utilized with
24 equipment so that when you put the equipment on it, you
25 can offer ADSL service or HDSL service. All we're
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1 offering is a loop that would permit that type of
2 equipment to be put on the loop and for that service to
3 function.

4 Q. So if I'm Intermedia and I ask for an ADSL
5 loop, what do I get?

6 A. You get a loop that you can utilize to
7 provision ADSL service and will work for the provision
8 of ADSL service.

9 Q. But it does not contain any of the
10 electronics that are necessary to provide the DSL
11 service over that facility?

12 A. That's correct. It is only the loop.

13 Q. When you look at other services like DS1
14 and ISDN, doesn't BellSouth provide the entire loop;
15 that is, the loop, the transport piece, plus the
16 electronics necessary to provide the service over that
17 loop?

18 A. Not as part of the loop. If you look at
19 DS1, we have a DS1 loop. That's all that is, is just
20 the loop. It doesn't have any of the equipment
21 associated with it. It's the same with any of the
22 other loops here.

23 Whenever you buy the loop, that's all
24 you're getting, is the connection from the central
25 office to the premises. That's it; none of the other
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1 equipment that might have to be put onto that loop in
2 order to make the service -- in order to actually
3 provide the service for that loop. The loop has the
4 characteristics or the capabilities to provide the
5 service, but it doesn't include the electronics. It's
6 just the loop. It's an unbundled element.

7 Q. Let me ask you a hypothetical then. Let's
8 say BellSouth already has an existing DSL or, if it's
9 all the same, DS1 or ISDN line, and it's providing that

10 service to a customer. I'm Intermedia, and I go and
11 win that customer from BellSouth. I convince them they
12 should take service from Intermedia.

13 I then go to BellSouth and I say,
14 BellSouth, I want to buy that loop as an unbundled loop
15 so I can continue providing service to that customer.
16 Does that mean BellSouth strips the electronics off the
17 end of that loop before I can get my hands on it?

18 A. I don't know. When you want an unbundled
19 loop for that customer, we will provision one. If the
20 way to do that would be to remove the electronics off
21 of the existing loop, that's the way it would be done.

22 Another way to do that is to use another
23 loop that's available in that cross-section, provide
24 that to you, and that's what would be done. It would
25 depend on the circumstances that existed at the time
0272

1 that you made your request. When you ask us for an
2 unbundled loop, we'll provide you an unbundled loop.

3 Likewise, if it was, say, ISDN service, and
4 you wanted to resell the ISDN service, you could do
5 that. You could purchase the ISDN service and resell
6 it at the wholesale rate. But if you just want an
7 unbundled loop capable of providing ISDN service, we
8 would sell you an unbundled loop, which means that's
9 just the loop, and you would provide the electronics
10 associated with it.

11 Q. To the extent that BellSouth has provided
12 DS1 or ISDN lines to CLECs, has it ever stripped the

13 electronics off of that before handing those circuits
14 over to a CLEC?

15 A. When you say "lines," are you talking about
16 loops?

17 Q. I'm ordering a DS1 loop from BellSouth.
18 I'm Intermedia.

19 A. Okay. Your question was?

20 Q. An existing loop to an existing customer
21 location. Do you strip the -- have you ever stripped
22 the electronics that define the DS1 or HDSL service off
23 that loop in order to give it to me?

24 A. Oh, I don't know.

25 Q. The next line of questions deal with
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1 digital loop carriers. Again, checklist items No. 2,
2 unbundled network elements; and, 4, unbundled loops. I
3 know you already discussed this at some length with
4 Mr. Campen and Mr. Lamoureux, so I have just a couple
5 of pretty brief questions on that.

6 You indicated that BellSouth provides next
7 generation digital loop carriers. It currently deploys
8 that. Is that true?

9 A. We do deploy it. We don't provide it.

10 Q. I'm sorry. I mean deploying in your own
11 network.

12 A. Yes, we do.

13 Q. It was my recollection that you did not
14 know the percentage -- well, let me ask another
15 question. You also include universal digital loop
16 carriers. Is that true?

3 review by this Authority?

4 A. It's been submitted in the record in this
5 proceeding. So I don't know whether that means it's
6 been submitted for review by the Authority. I assume
7 it has.

8 Q. Is collocation the only method BellSouth
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1 construction and so forth included in the handbook.

2 It's not in the body of the SGAT itself.

Exhibit B

REIVED-FTSC

Legal Department

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JL 27 PM 11:40

CC: [illegible]
REPORTING

July 27, 1998

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 980948-TL
Waiver for Miami Palmetto Central Office

MIAM FL PL DSO

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunication's Inc.'s Petition for Waiver, which we ask that you file in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B. White

Nancy B. White *[Signature]*

Enclosures

cc: All parties of record
A. M. Lombardo
R. G. Beatty
William J. Ellenber II

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE
WAIVER FOR MIAMI PALMETTO CENTRAL OFFICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

U.S. Mail this 27th day of July, 1998 to the following:

Staff Counsel
Florida Public Service
Commission
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